

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
BOARD OF COMMISSIONERS

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS (RFP) SPECIFICATION NO. 05-247**

Lancaster County intends to enter into a contract and invites you to submit a sealed proposal for:

### **PRE-ARCHITECTURAL PLANNING SERVICES FOR LANCASTER COUNTY CORRECTIONS**

#### **MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

A pre-proposal **site visit is scheduled for 9:30 A.M., Wednesday, November 2, 2005** at the Intake and Adult Detention Facility (Jail), 605 So. 10<sup>th</sup> Street. All interested proposers are strongly encouraged to attend.

Sealed Proposals will be received by Lancaster County, Nebraska on or before 12:00 noon **Wednesday, November 30, 2005** in the office of the Purchasing Agent, Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508. Only the names of responding proposers will be publicly read in the conference/bid room located on the Ground Floor.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of response. Mailing should be made in sufficient time for response to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered.

Bid Specification and initial bidders list may be down loaded off the City/County Purchasing Division web site at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov) , search "Bid", select current year, select bid specification listed above.

#### **COMMISSIONERS**

---

BERNIE HEIER \* LARRY HUDKINS \* RAY STEVENS \* DEB SCHORR \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

# **TABLE OF CONTENTS**

## **INSTRUCTIONS TO PROPOSERS**

### **PART I: GENERAL REQUIREMENTS, TERMS & CONDITIONS**

Bond & Insurance Requirements  
Sample Contract  
Contract and Terms  
Inquiries

### **PART II: PURPOSE, BACKGROUND AND SCOPE OF SERVICE**

Purpose  
Background  
Description of Present Facility  
Statement of Study Objectives  
Scope of services

### **PART III: PROPOSAL SUBMISSION REQUIREMENTS**

General Information and Schedule  
Qualifications of the Proposer  
Summation Process  
Offer Preparation and Submission  
Financial Terms Process  
Evaluation Criteria  
Selection Process

## **PRICE PROPOSAL FORM**

## **INSURANCE REQUIREMENTS FOR CONSULTING SERVICES**

## **SAMPLE CONTRACT FOR CONSULTING SERVICES**

# INSTRUCTIONS TO PROPOSERS

Lancaster County, NEBRASKA  
PURCHASING DIVISION

## **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit eight (8) complete sets of the RFP documents and all supporting material.
- 1.2 Proposed prices shall be submitted on the Proposal Form included with the RFP number and/or description clearly marked on the outside of the envelope or container.
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 A response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

## **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

## **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

## **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

## **5. SPECIFICATION CLARIFICATION**

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

## **6. ADDENDA**

- 6.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **7. ANTI-LOBBY PROVISION**

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the County Board or County Staff.

## **8. EVALUATION AND AWARD**

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 **The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.**
- 8.5 A committee will be assigned the task of reviewing the proposals received.
1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the County, and as the County deem will best serve their requirements.
- 8.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the County.

## **9. INDEMNIFICATION**

- 9.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 9.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **10. TERMS OF PAYMENT**

- 10.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **11. LAWS**

- 11.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# PART I

## PROPOSAL REQUIREMENTS

1. **BOND REQUIREMENTS:** None
2. **INSURANCE REQUIREMENTS:** See "Insurance Requirements for All County Contracts" (**Exhibit 5**).
3. **SAMPLE CONTRACTS:** The enclosed contract, proposal and addenda provided to the County by the Contractor shall comprise the entire contract of the parties.
  - 3.1 No change in, addition to, or waiver of any provision of this contract shall be binding unless it is in writing, signed by both parties, and added to this contract as an amendment.
  - 3.2 All other expenses incurred in the implementation and operation of the services provided not mentioned herein shall be borne by the contractor.
  - 3.2 Any and all contractual agreement(s) generated as an outcome of this RFP process not be assignable by the Successful Contractor without written permission of the Lancaster County Board of Commissioners.
4. **CONTRACT TERM:** Shall be negotiated between the Successful Proposer and Lancaster County and shall be mutually agreeable.
5. **INQUIRIES FOR INFORMATION:**
  - 5.1 Program Related: Mike Thurber  
Adult Intake & Detention Facility (Jail)  
605 So. 10<sup>th</sup> Street  
Lincoln, NE 68508  
(402) 441-8922  
Email: [mthurber@lincoln.ne.gov](mailto:mthurber@lincoln.ne.gov)
  - 5.2 Solicitation Related: Kathy Smith, Assistant Purchasing Agent  
"K" Street Complex, Suite 200  
440 So. 8<sup>th</sup> Street  
Lincoln, NE 68508  
(402) 441-8309  
Email: [ksmith@lincoln.ne.gov](mailto:ksmith@lincoln.ne.gov)

# PART II

## SPECIFICATIONS

### PURPOSE, BACKGROUND, SCOPE OF SERVICE

1. **PURPOSE:** The purpose of this Request for Proposal (RFP) is to provide prospective Architectural Planners, here and after referred to as “Proposer/s”, with information to enable them to prepare and submit a proposal (Offer) for providing **Pre-Architectural Planning Services for Lancaster County Corrections** to meet the needs of the Lancaster County Board of Commissioners, Lincoln NE, here an after referred to as “County”.
2. **BACKGROUND:** The Lancaster County Department of Corrections contracted with Voorhis / Robertson Justice Services (VRJS), Inc., Boulder Colorado in the fall of 2000 for an Adult Correctional Needs Assessment and Master Plan which was completed December 2001.
  - 2.1 **MASTER PLAN:** The purpose of the project was to provide immediate recommendations for the reduction of inmate population and to serve as a guide for future decisions regarding inmate population management, as well as facility, staffing and program needs. Needs Assessment and Master Plan provided the following:
  - 2.2 **SYSTEM ASSESSMENT AND EVALUATION:** Each agency that influenced the Adult Detention Facility (ADF) population was contacted to learn about their policies and practices with regards to: arrest, release, bonding, detention, sentencing, and intermediate sanctions as they affect the jail’s population for the numbers of prisoners held in custody.
  - 2.3 **POPULATION PROJECTIONS:** Analysis of the inmate population was conducted to identify the size and type of facility required to respond to the needs of the County.
  - 2.4 **FACILITY INVENTORY:** The main ADF (jail) is located in a zone that suffers from limited parking availability and is blocked from expansion on the north by the Justice and Law Enforcement Center. The most logical building expansion pattern would be to the adjacent street to the south. Expansion of the current facility would result in displacing existing street parking to maximize the facility.
    - 2.4.1 The Lancaster Correctional Facility (LCF - minimum security/work release) is located in a remote area of Lincoln (Airpark) and is on leased property that would require renegotiation of land and use.
  - 2.5 **CORRECTIONS STAFFING ANALYSIS:** Current staffing plans and practices were reviewed to achieve the optimal service plan. Particular emphasis is given to the implications of crowding upon staff requirements.

- 2.7 **SUMMARY:** The incarcerated population continues to grow both at the ADF (jail) and the minimum security Lancaster Correctional Facility (LCF). Current administration, support and in-custody bed space are inadequate for the originally designed function for both facilities.

NOTE: The Voorhis/Robertson Justice Services "Lancaster County Master Plan" is available for download from our web site. Go to the Pre-Architecture specification, the master plan will be listed as a separate attachment.

**3. DESCRIPTION OF PRESENT FACILITY:** Located in the City of Lincoln, NE, Lancaster County Correctional Department constructed a 125,000 square foot Adult Intake & Detention Facility (Jail).

- 3.1 This maximum security facility, at 605 So. 10<sup>th</sup> Street, began construction in 1989 and was completed in 1991.

3.1.1 Facility Description. The Adult Detention Facility (jail) is a four-story podular structure adjacent to and connected to the local courtrooms and law enforcement.

3.1.1.1 The ground level includes law enforcement and Corrections parking, food services, and a secure vehicular entrance for street arrests by law enforcement.

3.1.1.2 An elevator is used to transport street arrests to the main level booking area.

3.1.1.3 The main level includes booking, administration, laundry, maintenance, and warehouse space. The remaining 7,000 square feet, houses the State operated Adult Probation Office and arraignment courtroom (#10).

3.1.1.4 Second and third floors hold the 2-level housing units, medical, programs and transport functions.

3.1.2 Facility Capacity. The Adult Detention Facility (jail) is a maximum security facility housing offenders of various classifications and is rated for 237 beds. This includes 175 single bunk cells and 31 double-bunk cells.

3.1.2.1 The facility routinely has been at or over capacity for the last four (4) years.

3.1.2.2 Current population is averaging 289 inmates per day with peaks as high as 336.

3.1.2.3 The Corrections Department also operates a 136-bed minimum security facility (LCF) for sentenced and work release population. This facility is also currently over-crowded and is used to house some overflow from the downtown Adult Detention Facility.

3.1.2.4 In addition to the above, the County has been forced to contract with another County to house 30-40 inmates to help relieve some of the overcrowding.

3.1.3 Facility Design. The Adult Detention Facility (jail) has been designed so most services are delivered to the offender in the housing unit to limit movement.

- 3.1.3.1 Meal service, initial medical contacts, medications, most programs, exercise, mail and visitation all take place without the offender leaving the housing unit.
- 3.1.4 Pod Design. The facility has two (2) direct supervision general population pods of 60 beds each; 48 cells in each pod with 12 cells each double bunked.
  - 3.1.4.1 Two (2) towers indirectly supervise 2 pods each of 14 to 34 beds including reception, special needs, female, and segregation units.
  - 3.1.4.2 The facility also has a 15-bed workers unit which receive intermittent supervision by correctional staff.
  - 3.1.4.3 For the last four (4) years, one exercise area has been routinely utilized as an additional housing unit for up to 20 male offenders.
  - 3.1.4.4 On occasion, the woman's exercise area is also used to house women offenders, if the population exceeds capacity.
- 3.2 We are in the final stages of installing an upgrade to the existing electronic security system (which dated back to 80's technology). Latta Technical Services, Inc. (Independence, MO) was selected to address the following issues:
  - 3.2.1 Upgrade to touchscreen intercom stations with state of the art technology.
  - 3.2.2 Review and upgrade of cameras and monitors to better integrate them into a comprehensive functional system.
  - 3.2.3 Updating and integration of doors, locking mechanisms and control center upgrade.
  - 3.2.4 Latta Technical Services, Inc. has attempted to anticipate security system needs in any physical expansion project and should be included in the planning stages for this area. The ADF "Control System Replacement" bid resulted in a contract with Metroplex Control Systems, Inc. (San Antonio, TX).

**4. STATEMENT OF STUDY OBJECTIVES:** The Lancaster County Corrections Department desires a qualified, experienced Proposer to perform a detailed investigation of the following:

- 4.1 The pre-architectural planning services will, at a minimum, provide an evaluation of all user needs through a justice impact analysis; forecast future facility requirements, by each scenario, to anticipate changes in the judicial process and any existing laws and demographic characteristics.
- 4.2 Analysis of case flow and existing classification policies using historical data including all types of prosecutorial charges and facility population data.



- 4.3 Review operations and make recommendations on staffing and post positions.
  - 4.4 Evaluation and recommendations on the housing and incarceration of mentally ill and acute substance abuse offenders.
  - 4.5 Research and review of the incarceration of special needs offenders, (i.e., suicide observation, lower functioning offenders, disabled, etc.)
  - 4.6 Support services which should include, but are not limited to, food storage and meal preparation, laundry, property storage, administrative area, intake (i.e., booking, classification and release of offenders) should be considered throughout the architectural plan needs.
  - 4.7 Submit a detailed site evaluation based on a geographical study outlining each proposed scenario and incorporating facility space programming and use of video technology.
  - 4.8 Develop and propose stages and/or phasing of any transitions during expansion or new construction options.
  - 4.9 Structure any communication with the public and jail planning committees.
  - 4.10 Develop initial cost estimates for each scenario identified and incorporate into an economic feasibility study.
5. **SCOPE OF SERVICES:** A detailed Scope of Services shall be negotiated with the successful proposer, and will be incorporated into the contract. At a minimum the Scope of Services shall include (but not be limited to):
- 5.1 Refined statement of objectives for the project, identifying specific phases and detailed tasks along with deliverables.
  - 5.2 Each phase and subsequent task, shall include proposed time / hours allotted and the proposed staff assigned to the task, anticipated expenses and projected fees.
  - 5.3 The developed Scope of Services shall be incorporated into and become a part of the consulting contract.

## PART III

# PROPOSAL SUBMISSION REQUIREMENTS

### 6. GENERAL INFORMATION AND SCHEDULE:

- 6.1 For the purpose of this request the Pre-Architectural Planning shall include, but not be limited to:
  - 6.1.1 Evaluation of existing facility;
  - 6.1.2 Development of a comprehensive feasibility report for the renovation, reconstruction/expansion, replacement or a combination thereof (report should propose optional scenarios with supporting data);
  - 6.1.3 A needs assessment on facility and programming recommendations for operational enhancement and to increase criminal justice system and personnel efficiencies.
- 6.2 The target date for the completion of the pre-architectural planning services is **6 to 8 months from award of the contract to successful proposer.**

### 7. QUALIFICATIONS OF THE PROPOSER:

- 7.1 Proposer shall have a proven track record of successful correctional facility analysis with a demonstrated specialization in programming for correctional facilities.
  - 7.1.1 This experience shall include at least four (4) successfully completed projects in the last five (5) years.
  - 7.1.2 The Proposer must have first-hand experience in justice data collection and analysis.
  - 7.1.3 Must have knowledge and understanding of the criminal justice systems, operations, philosophy and legal issues affecting the programming and planning process.
  - 7.1.4 Must identify the specific personnel to be assigned this work; provide project history and resume information to support their qualifications and expertise in the corrections field.

### 8. SUMMATION PROCESS: At the end of each task the Consultant shall provide six 6 copies of all deliverables, in printed report form and electronic form, including final record compact disc.

- 8.1 Each deliverable shall be initially submitted as a draft. The Project Team will review the drafts and provide the Consultant with feedback. The Consultant will incorporate said feedback and submit 6 copies of the final deliverable to the County's Project Team Leader.

9. **OFFER/PREPARATION AND SUBMISSION:** Consultants offer shall contain the following:
- 9.1 Management Summary : Provide a cover letter indicating the underlying philosophy of your firm in providing the service.
- 9.2 Capacity and Experience: (past 5 years) Provide information, which documents your firm's and subcontractors' qualifications to produce the required outcomes, including its ability, capacity, skill, financial strength, and number of years of experience in providing the required services.
- 9.2.1 Provide a listing of all previous customers during the past five years for all work of similar size and scope. The services provided to these clients shall have characteristics as similar as possible to those requested in this RFP. Information provided for each client shall include the following:
- Client name, address, and current telephone number  
Description of services provided  
Time period of the project or contract  
Dollar of consulting contract  
Client's contact reference name and current telephone number
- 9.3 **Failure to provide the above information with the RFP will result in the Proposer being automatically disqualified and the RFP will not be considered.** The County reserves the right to contact any and all references to obtain, without limitation, the following information regardless of Proposer's performance on the listed jobs:
- 9.4 Compensation and Cost Data: Provide the cost breakdown for which your firm will provide the work described in this Request for Proposal, including hourly fee schedule for all personnel providing services under this contract.
- 9.4.1 The successful proposer will be required to submit an hourly, not to exceed proposal for each phase of the Project, once the contractor has established a complete scope and as approved by the County.
- 9.4.2 All direct costs (such as printing, shipping, phone charges) shall be included in the hourly rates. Travel expenses will be reimbursed based upon a mutually agreeable table of 'Comprehensive Travel Reimbursement'.
- 9.4.3 In the cost section the Proposer must detail the costs that will be required for all recommendations and scenarios **(shall be in a separate sealed envelop)**.
- 9.5 Business Plan: Describe in detail how the service will be provided. Include:
- 9.5.1 Description of the proposed contract team, and the role to be played by each member of the proposed team,
- 9.5.2 Detailed plan of approach (including major tasks that shall be provided)  
Proposed service quality program
- 9.6 Key Personnel: Attach resumes of all members of the Contractor's team that are to provide services to this account.
- 9.7 Acceptance of Conditions: Indicate any exceptions to the Instructions to Proposers; general terms and conditions; insurance requirements; and, any other requirements listed in the RFP.

## 10. FINANCIAL TERMS AND PROCESS:

- 10.1 Sign and return the signature page (included in the RFP) in a sealed envelop and your **not-to-exceed** cost proposal for the entire study, including expenses and supplies.
  - 10.1.1 The following information shall be included with the signature page and fee schedule, to support the reasonableness of the proposed fee:
    - 10.1.1.1 Itemized estimated work hours and hourly rate for various persons assigned to the project. (i.e., position, est. of hours by task and hourly billing rate)
    - 10.1.1.2 An allocation of work hours allocated to each facet of the scope of work, including costs for any subcontractors.
    - 10.1.1.3 Cost of supplies and materials.
    - 10.1.1.4 Itemized travel costs.

## 11. EVALUATION CRITERIA: Lancaster County shall consider the following criteria when determining the minimum (general) criteria of each proposer's response;

- 11.1 Does the Proposer demonstrate an understanding of County's needs and proposed approach to the project?
- 11.2 Does the Proposer possess the ability, capacity, skill, and financial resources to provide the service?
- 11.3 Can the respondent take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes in a timely manner?
- 11.4 Does the Proposer have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- 11.5 Has the Proposer performed satisfactorily in previous contracts of similar size and scope; or, if the prime contractor has not performed a contract of similar size and scope, has it (and/or its' team members) otherwise demonstrated its capability to perform the contract the County seeks to establish through this RFP?
- 11.6 Is the Proposer's offer to perform the work at a fair and reasonable cost?

## 12. SELECTION PROCESS: Selection shall be made from proposer(s) deemed by the evaluation committee to be fully qualified and best suited among the submitted responses on the basis of the evaluation factors listed herein.

- 12.1 The County will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements.
- 12.2 The evaluation committee shall then rank all proposals based upon the evaluation factors detailed herein. Upon completion of the ranking, the committee may recommend short-listing the proposals that are potentially acceptable.

- 12.3 The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, the County may request presentations by Proposers, carry out contract negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed proposers.
- 12.4 The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Proposer's performance on previous projects. A uniform sample of question will be checked with references, for each short-listed Proposer.
- 12.5 Negotiation of the refined Scope of Services, details and fees, etc., shall be conducted with the selected proposer(s).
- 12.6 The award document shall be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and proposal received and including all negotiated details.

# SEALED RFP SPECIFICATION NO. 05-247

RFP OPENING TIME: 12:00 NOON  
DATE: Wednesday, November 30, 2005

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any proposer to receive any addenda or interpretation shall not relieve the proposer from obligations specified in the RFP request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

## PRE-ARCHITECTURAL PLANNING SERVICES FOR LANCASTER COUNTY CORRECTIONS

LUMP SUM TOTAL - Not to exceed \$ \_\_\_\_\_

Written: \_\_\_\_\_

*Attach documentation requested in the specification to detail the lump sum offer.*

**NOTE: RETURN 8 COMPLETE COPIES OF RFP OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF RESPONSE ENVELOPE AS FOLLOWS: SEALED RFP FOR SPEC. NO. 05-247**

The undersigned signatory of the proposer represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME	BY (Signature)
STREET ADDRESS or P.O. BOX	(Print Name)
CITY, STATE ZIP CODE	(Title)
TELEPHONE NO.	(Date)
FAX NO.	E-mail Address

## Exhibit 5

# INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

1. Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.

2. There shall be no exclusion or limitation for the Explosion (X), Collapse ©) and Underground (U) hazards.
  3. Coverage shall also include Products/Completed Operations.
  4. **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
  5. The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).
- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- |                                   |                                 |
|-----------------------------------|---------------------------------|
| Bodily Injury and Property Damage | 1,000,000 Combined Single Limit |
|-----------------------------------|---------------------------------|
- D. Builder's Risk Insurance: **(For Building Construction Contracts Only)** Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide coverage for all direct physical loss (also known as "Special Causes of Loss"). Such insurance shall be written on a Replacement Cost basis covering such building in the amount equal to one-hundred percent (100%) of the contract amount (minimum) as specified herein. Losses, if any, shall be made payable to LANCASTER COUNTY and Contractor as their interest may appear. A certificate of insurance evidencing such insurance coverage shall be filed with LANCASTER COUNTY by the time work on the building begins and such insurance shall be subjected to the approval of LANCASTER COUNTY.
- E. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- F. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*



**SAMPLE OF PARTIALLY COMPLETED  
CONTRACT**

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**NEBRASKA**

**FOR**

**#05-247 for Pre-Architectural Planning Svs.  
For Lancaster County Corrections Department:**

**NAME**

# **AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES TO/FOR LANCASTER COUNTY, NEBRASKA**

THIS AGREEMENT, executed in triplicate, between the Lancaster County, Nebraska, hereinafter called the "County", and **NAME, ADDRESS**, hereinafter called the "Contractor".

WHEREAS, the County desires Pre-Architectural Planning Services , and

WHEREAS, the Contractor has technical knowledge of Pre-Architectural Planning Services, and

WHEREAS, the County advertised publically it's desire to hire a consultant to assist them in performing **Pre-Architectural Planning Services for Lancaster County** **Corrections** as per our Request for Proposal (RFP) **Specification #05-247** (opened November 30, 2005) (**Exhibit 2**) and

WHEREAS, the Consultant responded to our solicitation and was ranked as our top choice from the responses received to assist the County in the services outlined to in the specifications.

NOW THEREFORE, the parties hereto mutually agree as follows:

## **SECTION I -- SCOPE OF SERVICES**

The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services as listed herein and detailed in **Exhibit 1 - "SCOPE OF SERVICES"**.

1.1 Services shall begin with the ratification of this agreement and the Contractor shall make delivery of the final reports by **FINAL DATE**.

1.2 All data collected and prepared by the Contractor for the County shall be

*or transferred electronically to the County with the appropriate hard copy layout for use with software system purchased by the County*

1.3 PROJECT DETAILS

1.4 PROJECT DETAILS

1.5 Further description of the services to be performed is listed in "Exhibit 1" and detailed in the RFP Respond "Exhibit 3", also included in this contract are the specifications "Exhibit 2" and "Exhibit 4" - Interview Questions and Answers and Final Price Negotiation Documents, "Exhibit 5" County's Insurance Requirement and the proposers Certificate showing compliance.

## **SECTION II -- COMPENSATION**

For the services covered by this Contract, the County agrees to pay the Contractor the fees listed, complete including all out-of-pocket expenses (**Exhibit 4**), as follows:

2.1 **Base Services**

Includes:

2.2 **Optional Services**

Includes:

2.3 **Expenses to be reimbursed at the following rates**

Includes:

**TOTAL PROFESSIONAL SERVICES FEE:** \$\_\_\_\_\_

2.4 Contractor will invoice the County for professional services rendered during the progress of the work. Progress invoices, up to 90% of the total fee, will be issued as the work is performed and the balance, **10% will be invoiced with delivery of the final reports.**

2.5 Payments to the Contractor shall be made within 30 days after billing is received by the County and authorized by the County designated Project Manager.

## **SECTION III -- COUNTY'S RESPONSIBILITIES**

The County will furnish, as required for the work and not at the expense of the Contractor, the following items:

3.1 Office desk space for the Contractor during the time when the Contractor is working with the County on site.

3.2 Access to key County employee contacts for the coordination fo a kickoff meeting.

3.3 Letter of introduction to assist Contractor's staff in conducting the field inventory and to announce the general purpose and time frame of the project.

3.4 Contractor will work cooperatively with the County to develop an accurate accounting and pertinent security infrastructure.

## **SECTION IV -- OTHER MATTERS**

It is mutually understood and agreed:

4.1 Termination of Agreement for Cause. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligation under this agreement, the County

shall thereupon have the right to terminate this agreement by giving written notice of intent to cancel via U.S. Post Office Certified Mail - Return Receipt Requested - to the Consultant of such termination and specifying the effective date thereof postmarked, at least fifteen (15) days before the effective date of such termination.

- 4.1.1 The Consultant shall be offered a fifteen (15) day period for cure of deficiencies prior to cancellation. If the County is not satisfied with the cure after the fifteen (15) day waiting period (which may coincide with the waiting period as stated herein), the contract shall be cancelled immediately upon County's written notice.
- 4.1.2 In the event of termination the County shall be entitled to all documents and information gathered pursuant to this agreement, which shall include but not be limited to the documents and information described in Specification and Contractor's Response.
- 4.1.2 Upon termination the County shall only be liable for services provided by Contractor in a satisfactory manner, pursuant to the terms of the agreement, at the time of termination.
- 4.2 Information and Reports. The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County.
- 4.3 County's Project Manager. The Lancaster County \_\_\_\_\_ will act as the County's authorized representative for this project, who will have direct and responsible charge of the project. All changes in scope, schedules, interpretation of specifications and other matters requiring decisions on the part of the County will be made by the County Project Representative **and approved by the Lancaster County Board of Commissioners.**
- 4.4 Ownership of Reports. Any reports distributed to the County Staff by the Contractor shall become the property of the County as soon as payment for same has been completed.
  - 4.4.1 It is mutually agreed that these documents are to be used by the County solely in connection with this project.
  - 4.4.2 In the event the County elects to use portions of or all of the information contained in the documents prepared for this project, for any purpose other than the specific purpose for which they were prepared, the County agrees to hold harmless and indemnify the Contractor for and against any and all liability, including cost of defense, in any manner whatsoever arising out of the utilization of such information.
- 4.5 Records and Inspection. The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement.
  - 4.5.1 County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- 4.6 Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.

- 4.6.1 In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.
- 4.7 Matters to be Disregarded. The titles of the several sections, sub-sections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
- 4.8 Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
- 4.9 Subletting, Assignment or Transfer. Any subletting, assignment or transfer of any services to be performed by the Contractor is hereby prohibited unless prior written consent of the County is obtained.
- 4.10 When Rights and Remedies Not Waived. In no event shall the making by the County or any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach of default.
- 4.11 Personnel. The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this agreement.
- 4.11.1 Such personnel shall not be employees of or have any contractual relationship with the County.
- 4.11.2 All of the services required hereunder will be performed by the Consultant or under his/her supervision, and all personnel engaged in the work shall be fully qualified to perform such services.
- 4.12 Copyright. The County acknowledges that the report format to be provided by Consultant is copyrighted.
- 4.12.1 Consultant shall ensure that all of its reports bear the copyright legend.
- 4.12.2 County agrees that all ownership rights and copyrights thereto lie with the Consultant.
- 4.12.3 County may use the report solely for and on behalf of County's operations.
- 4.12.4 County agrees that it will take appropriate action by instruction, agreement, or otherwise with its employees to satisfy its obligations with respect to use, copying, protection, and security of the report format.
- 4.13 Delays. Consultant shall not be liable for delays in performance caused in whole or in part by County, third parties, or forces de majeure.
- 4.13.1 The period of performance shall be extended by the time period of the delay contemplated by this paragraph.

- 4.14 Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by both parties hereto in the United States mail, postage paid, with the addresses noted below:

COUNTY CONTACT NAME ADDRESS STATE/ZIP	COUNTY BOARD CHAIR ADDRESS STATE/ZIP	CONTRACTOR CONTACT NAME ADDRESS STATE/ZIP
--	---	--

- 4.15 Independent Contractor. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship.
- 4.15.1 Employees of the Consultant shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Consultant.
- 4.15.2 Consultant and County shall be responsible to their respective employees for all salary and benefits.
- 4.15.3 Neither Consultant's employees nor the County's employees shall be entitled to any salary or wages from the other party or to any benefits made to their employees, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave.
- 4.15.4 The Consultant shall be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and other payroll taxes with respect to its employees' compensation.

## **SECTION V – INCORPORATED INTO THE AGREEMENT**

5. This document without exhibits is referred to as the "Agreement".
- 5.1 Exhibits ("1" to "5") referenced below and attached, are hereby incorporated herein by reference:
- 5.1.1 Exhibit 1 - Detailed Scope of Services
- 5.1.2 Exhibit 2 - County's Request for Proposal (RFP #SPEC)
- 5.1.3 Exhibit 3 - Contractor's Accepted Proposal
- 5.1.4 Exhibit 4 - Interview / negotiation issues and Final Fees
- 5.1.5 Exhibit 5 - Insurance Requirements
- 5.2 The County reserves the right to initiate change to any provision of this agreement.
- 5.2.1 All such changes shall be accomplished only by mutually signed Amendments.
- 5.2.2 No change hereto shall be valid unless in the form of a signed Amendment prepared and approved by both parties.
- 5.3 Consultant shall carry insurance in the following kinds and minimum limits as indicated in **(Exhibit 5)**.

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and the are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have executed this contract on the date first above written.

ATTEST AS TO FORM:

LANCASTER COUNTY, NEBRASKA

\_\_\_\_\_  
Deputy County Attorney

By \_\_\_\_\_  
County Board of Commission, chair

**Lancaster County Board of Commission**

555 South 10<sup>th</sup> Street

Lincoln, NE 68508

Dated \_\_\_\_\_

**CONTRACTOR**

CONTACT

ADDRESS

STATE/ZIP

By \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

F:\FILES\SHARPURC\Spec.05\05-247 RFP Pre-Architect Plan.wpd